

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: September 21, 2005

Division: Management Services

Bulk Item: Yes X No     

Department: Administrative Services

Department Contact: Tina Boan

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**AGENDA ITEM WORDING:**

Approval of an amendment to the inter-local agreement between Monroe County and The Monroe County Sheriff.

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**ITEM BACKGROUND:**

Amendment to provide additional funding to the Sheriff for the cost to run the Teen Court program in Monroe County over and above the amount collected in Ordinance 016-2004.

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**PREVIOUS REVELANT BOCC ACTION:**

On December 15,2004 the BOCC approved an inter-local agreement to provide funding in accordance with Ordinance 016-2004.

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**CONTRACT/AGREEMENT CHANGES:**

Additional funding in the amount of \$50,000 for FY 2006, and additional funding for future years based on approved budget.

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:** N/A

**COST TO COUNTY:** N/A


**BUDGETED:** Yes      No     

**SOURCE OF FUNDS:** N/A

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management N/A

**DIVISION DIRECTOR APPROVAL:**

  
Sheila A. Barker

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

## AMENDMENT TO THE INTERLOCAL AGREEMENT TEEN COURT FUNDING

This amendment to the Interlocal Agreement is made and entered into this 21st day of September, 2005 between Monroe County, hereinafter called the "County", and The Monroe County Sheriff's Department, Inc., hereinafter called the "Sheriff."

**Whereas**, Monroe County desires to revise the current agreement dated December 15, 2004 to fund Teen Court program activities for costs over and above the amount collected from the enacted Ordinance No. 016-2004 as the Sheriff has demonstrated the program's cost is greater than revenue collected per the mentioned ordinance, requiring additional funding; now, therefore,

**In consideration** of the mutual terms, understandings, conditions, promises, covenants, and payments hereinafter set forth, County and Sheriff agrees as follows:

1. The agreement entered into on December 15, 2004 shall be amended by revising **Section 1. PAYMENTS**, adding subsection (d) and subsection (e) to read as follows:

(d) At the end of the county's fiscal year 2006 the County will make an additional payment to reimburse the Sheriff in an amount not to exceed \$50,000 for program expenses over and above the amounts collected from the Ordinance No. 016-2004, after those funds from the ordinance are fully exhausted.

(e) At the end of each fiscal year after 2006 thru the ending date of this agreement the County will make additional payments in the same manner as described in section 1. (d). This is contingent upon an annual appropriation by the Board of County Commissioners and is not to exceed the amount determined by the County and adopted in the Annual Operating Budget for that fiscal year.

2. All other provisions of the Agreement dated December 15, 2004, not inconsistent herewith, shall remain in full force effect.

3. **In Witness whereof**, the parties have hereunto set their hands and seal the day and year first written above.

(Seal)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
Of Monroe County, Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Monroe County Sheriff's Office.

By: Richard D. Roth  
Sheriff Richard D. Roth

Approved for legal sufficiency  
For the Monroe County Sheriff Office

By: Mark L. Willis  
Mark L. Willis, General Council

Date: 9/2/05

Monroe County Attorney  
Approved as to form

By: Suzanne A. Hutton  
Suzanne A. Hutton  
Assistant County Attorney

Date: 9/6/05

**INTERLOCAL AGREEMENT--TEEN COURT FUNDING**  
**BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA**  
**AND**  
**THE MONROE COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the Monroe County Sheriff's Office operates a teen court program that is an important and valuable method of resolving allegations of violations of law by juveniles consistent with proper law enforcement and the education and correction of juvenile violators; and

**WHEREAS**, the Board of County Commissioners enacted Ordinance No. 016-2004 assessing additional court costs of \$65 for certain misdemeanor, felony, and criminal traffic violations; and

**WHEREAS**, the Board of County Commissioners, under the authority of Chapter 2004-265, Laws of Florida, directed that twenty-five percent of the funds collected be allocated to fund teen court programs and other juvenile alternative programs in Monroe County;

**NOW THEREFORE** the Board of County Commissioners of Monroe County and the Monroe County Sheriff's Office, this 15<sup>th</sup> day of December, 2004, entered into this interlocal agreement under the authority of Chapter 163, Fla. Stat. (2004).

**1. PAYMENTS.**

**a) Initial Payment.** Upon execution of this agreement by both parties, the Clerk of Court shall remit to the Monroe County Sheriff's Office twenty-five percent of the collected additional court costs from the effective date of Ordinance No. 016-2004 (July 1, 2004) until the effective date of this interlocal agreement.

**b) Monthly Payments.** Thereafter, the Clerk shall remit the same percentage of collected additional court costs to the Sheriff on a monthly basis.

**c) Repayment.** Pursuant to the enabling legislation, any unspent funds at the close of the county fiscal year shall be remitted back to the Clerk for allocation in accordance with F.S. 939.185(1)(a)1.

**2. TERM.** The term of this interlocal agreement commences upon execution by both parties and ends September 30, 2009.

**3. EARLY TERMINATION.** Either party may terminate this agreement at the end of any fiscal year after providing the other party at least ninety days advance written notice of its intent.

**4. RECORDS AND REPORTS.** The Sheriff's Office shall maintain records of its receipts and expenditures for the teen court program. These records shall be open for examination by the Clerk of Court, and shall be subject to annual external audit as required by law.

**a) Public Access.** The County and Sheriff's Office shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Sheriff's Office in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Sheriff's Office.

**b) Quarterly Reports.** Pursuant to State Statute, the County is required to make quarterly reports, including itemized lists of expenditures. Within twenty (20) days after the close of each quarter, the Sheriff's Office shall provide to the County Clerk the required itemized list of expenditures.

**5. MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Sheriff's Office and their respective legal representatives, successors, and assigns.

**6. INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, the Sheriff's Office is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Sheriff's Office or any of its employees, contractors, servants or agents to be the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

**a) No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**7. HOLD HARMLESS/INDEMNIFICATION.** The Sheriff's Office hereby agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of

the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement.

**a) Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 786.28, Florida Statutes, the participation of the County and the Sheriff's Office in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**b) Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

**10. NONDISCRIMINATION.** County and Sheriff's Office agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County and Sheriff's Office agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**11. ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Sheriff's Office and the Grantor.

**12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

**a) Venue.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Sheriff's Office agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

**b) Mediation.** The County and Sheriff's Office agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**c) Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Sheriff's Office agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**d) Attorney's Fees and Costs.** The County and Sheriff's Office agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**e) Adjudication of Disputes or Disagreements.** County and Sheriff's Office agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

**f) Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Sheriff's Office agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Sheriff's Office specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**13. ETHICS CLAUSE:** Sheriff's Office warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Sheriff's Office warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Sheriff's Office agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**a) Covenant of No Interest.** County and Sheriff's Office covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**b) Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**14. PUBLIC ENTITY CRIME STATEMENT.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Sheriff's Office, supplier, sub-Sheriff's Office, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in



Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**15. AUTHORITY.** Sheriff's Office warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Sheriff's Office below certifies and warrants that the Sheriff's Office's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Sheriff's Office, and this agreement has been approved by the Board of Directors of Sheriff's Office or other appropriate authority.

**16. NOTICE.** Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Sheriff's Office: Sheriff Richard D. Roth  
5525 College Road  
Key West, FL 33040

For County:	John R. Collins	and	Thomas J. Willi
	County Attorney		County Administrator
	P.O. Box 1026		1100 Simonton Street
	Key West, FL 33041-1026		Key West, FL 33040

**17. CLAIMS FOR FEDERAL OR STATE AID.** Sheriff's Office and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**18. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**19. NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Sheriff's Office agree that neither the County nor the Sheriff's Office or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**20. ATTESTATIONS.** Sheriff's Office agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

**21. NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**22. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**23. SECTION HEADINGS.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

By: Daniel C. DeSantis  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: H. J. M. Spiker  
Mayor/Chairman

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 12/2/04

MONROE COUNTY SHERIFF'S OFFICE

By: Richard D. Roth  
Sheriff Richard D. Roth

Approved for legal sufficiency for  
the Monroe County Sheriff Office

By: Mark L. Willis 11/3/05  
Mark L. Willis, General Counsel

CLK. CIR. OF  
MONROE COUNTY, FLA